

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JENNIFER BENTLEY,

Plaintiff,

v.

UNITED OF OMAHA LIFE
INSURANCE CO.,

Defendant.

No. 15-cv-07870-DMG (AJWx)

[PROPOSED] ORDER
GRANTING PLAINTIFFS'
MOTION FOR FINAL
APPROVAL OF CLASS-ACTION
SETTLEMENT AND MOTION
FOR ATTORNEYS' FEES,
REIMBURSEMENT OF
LITIGATION EXPENSES, AND
FOR A NAMED PLAINTIFF
SERVICE AWARD

1 Having considered all papers filed in connection with the Final
2 Approval Hearing, including Plaintiff Jennifer Bentley's (*Plaintiff*) Motion for
3 Final Approval of Class Action Settlement, and Motion for Attorneys' Fees
4 and Costs and Class Representative Service Awards, and statements made at
5 the Final Approval Hearing, and upon good cause shown,

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS
7 FOLLOWS:

8 1. The Court, for purposes of this Final Order and Judgment
9 (*Judgment*), unless otherwise defined herein, adopts all defined terms as set
10 forth in the Settlement Agreement dated December 23, 2021 (*Settlement*) filed
11 in this action (Doc. 227-2).

12 2. The Court has jurisdiction over all claims asserted in the Action,
13 Plaintiff, Class Members and Defendant, United of Omaha Life Insurance
14 Company (*Defendant*).

15 3. In orders dated May 1, 2018 [Doc. # 132], May 22, 2018 [Doc. #
16 141], and August 3, 2018 [Doc. # 158], the Court previously found that the
17 prerequisites for a class action under Federal Rules of Civil Procedure 23(a)
18 and (b)(3) are satisfied in this case, and has certified the class.

19 4. The Court finds that the Settlement was made and entered into
20 in good faith and hereby approves the Settlement as fair, adequate, and
21 reasonable to all Class Members. No objections were submitted, which further
22 supports the finding that the Settlement is fair, adequate, and reasonable. Any
23 Class Members who have not timely and validly requested exclusion from the
24 Class are thus bound by this Judgment.

25 **Class Notice**

26 5. Notice to Class Members has been completed in conformity with
27 the terms of the Court's March 17, 2022 Preliminary Approval Order (Doc.
28 230). The Court finds that said notice was the best notice practicable under

1 the circumstances. The Notice provided due and adequate notice to Class
2 Members of the proceedings and of the matters set forth therein, including the
3 Settlement, and the manner by which objections to the Settlement could be
4 made. The Notice fully satisfied the requirements of due process.

5 **Objections and Requests for Exclusion**

6 6. No objections to the Settlement were submitted by Class
7 Members in accordance with the requirements set forth in the Stipulation and
8 Notice of Class Action Settlement.

9 7. The Court finds that one Class Member previously submitted a
10 valid and timely Request for Exclusion and therefore is not bound by the
11 terms of the Settlement or this Order. That Class Member is: Michelle
12 London.

13 **Release of Claims**

14 8. Plaintiff and all other Class Members shall have, by operation of
15 this Order, fully, finally, and forever released, relinquished, and discharged the
16 Released Parties from the following Released Claims:

17 Upon timely performance by Defendant of all of its obligations as
18 set out in this Agreement, Plaintiff and the members of the
19 certified class do hereby release and forever discharge Defendant
20 and its parents, subsidiaries, affiliates, officers, directors, partners,
21 predecessors, successors, representatives, insurers, reinsurers,
22 assignees, employees acting within the scope of their
23 employment, executors, administrators, heirs, and all other
24 persons acting by, through, or in any way on behalf of Defendant
25 (the "Released Parties"), of and from any and all claims, debts,
26 defenses, liabilities, costs, attorneys' fees, actions, suits at law or
27 equity, demands, contracts, expenses, damages, whether general,
28 specific, punitive, exemplary, contractual or extra-contractual, and
causes of action of any kind or nature which Plaintiff and the
class have arising from or relating in any way to any conduct
alleged or that could have been alleged in and arising from the
factual predicate of the Litigation, from the beginning of time
through the Effective Date, but excluding any and all

1 representations, warranties, obligations, duties and covenants
2 arising from this Agreement (the "Released Claims").

3 9. Except as to any individual claim of the person who previously
4 validly and timely requested exclusion from the Certified Class, as listed in
5 paragraph 7 of this Order, the Action is dismissed with prejudice.

6 **Payments Pursuant to the Stipulation**

7 10. The Court finds that the Gross Class Settlement Amount, the
8 Net Settlement Amount, and the methodology used to calculate and pay each
9 Class Member's Individual Settlement Payment are fair and reasonable, and
10 authorizes Class Counsel to pay the Individual Settlement Payments to the
11 Class Members in accordance with the proposed methodology. For avoidance
12 of doubt, no further order of the Court is required for Class Counsel to send
13 payments to Class Members calculated using the proposed methodology.

14 11. If an Individual Settlement Payment check remains uncashed
15 after 180 days from issuance, Class Counsel shall pay over the amount
16 represented by the Individual Settlement Payment check to the California
17 State Controller's Office Unclaimed Property Fund, with the identity of the
18 Class Member to whom the funds belong. In such event, the Class Member
19 shall nevertheless remain bound by the Settlement.

20 12. Plaintiff shall be paid a Class Representative Service Payment in
21 the amount of \$10,000.00 from the Settlement Amount in accordance with
22 the terms of the Stipulation. The Court finds this amount to be fair and
23 reasonable and sufficiently supported.

24 13. Class Counsel's motion for attorneys' fees and costs is
25 GRANTED insofar as the Court awards attorneys' fees in an amount equal to
26 33.3% of the common fund. Thus, Class Counsel shall be paid \$999,000 as
27 their attorneys' fees and \$43,948.31 for reimbursement of costs and expenses
28

1 from the Settlement. The Court finds these amounts to be fair and reasonable
2 and sufficiently supported.

3 14. Lead Class Counsel shall have sole authority to divide the
4 awarded attorneys' fee and reimbursement of expenses among other Plaintiff's
5 counsel. For the avoidance of doubt, no further order of the Court is required
6 for Class Counsel to distribute the attorneys' fees and reimbursement of
7 expenses to Plaintiff's counsel.

8 **Other Provisions**

9 15. The Parties shall implement the Settlement according to its
10 terms.

11 16. The Court reserves exclusive and continuing jurisdiction over the
12 Action, Plaintiff, the Class Members, and Defendant for purposes of
13 supervising the implementation, enforcement, construction, administration
14 and interpretation of the Settlement and this Judgment.

15 17. The Court hereby enters judgment for Plaintiff and the Class
16 Members in accordance with the terms of the Stipulation, and this Order is a
17 final and appealable Order.

18 18. If the Settlement does not become final and effective in
19 accordance with its terms, this Judgment shall be rendered null and void and
20 shall be vacated and, in such event, all related orders entered and all releases
21 delivered in connection herewith also shall be rendered null and void.

22 **IT IS SO ORDERED:**

23
24 Dated: _____

25 _____
26 The Hon. Dolly M. Gee
27 United States District Judge
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